

This Supplemental Agreement is entered into by and between the Florida Department of Transportation (hereinafter referred to as the "Department") and **the Contractor** to settle any and all claims for all issues, causes of action, issues, demands, disputes, matters of controversies, of any nature or kind, known or unknown, regardless of whether any dispute or accord exists on such matter, which **the Contractor** has, or may have, as to work performed, work deleted, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, lost productivity, extended or unabsorbed home office or job site overhead, lump sum Maintenance of Traffic adjustments, bonuses, incentives, lost profits, prime mark-up on subcontractor work, any and all direct or indirect costs, any other adverse impacts, events, conditions or circumstances, or potential damages, in any way arising out of or pertaining to Fin. Project No. **XXXXXX-X-XX-XX**, Contract Number **XXXXX** (hereinafter referred to as the "Contract"),\*\* save and except for normal final quantity adjustments. **(TO BE DELETED WHEN FINAL PLAN QUANTITY ADJUSTMENTS ARE NOT INDICATED)** The Department and **the Contractor** in consideration of the mutual covenants and agreements contained in the Supplemental Agreement, and for the other good and valuable consideration, do hereby agree as follows:

- A) Add New Contract Pay Item No XXXXXXX for "Final Claim Settlement" in the amount of \$XXXXXX. ( PARAGRAPH TO BE DELETED WHEN NOT ADDING A NEW PAY ITEM)**
- B) The Department agrees to process this Supplemental Agreement for a payment of \$XXXXXX, in full and complete settlement of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind, known or unknown, regardless of whether any dispute or accord exists on such matter, which the Contractor has, or may have, as to work performed, work deleted, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, lost productivity, extended or unabsorbed home office or job site overhead, lump sum Maintenance of Traffic adjustments, bonuses, incentives, lost profits, prime mark-up on subcontractor work, any and all direct or indirect costs, any other adverse impacts, events, conditions or circumstances, or potential damages, in any way arising out of, or pertaining to Fin. Project No. XXXXXX-X-XX-XX, Contract Number XXXXX, save and except for normal final quantity adjustments. (TO BE DELETED WHEN FINAL PLAN QUANTITY ADJUSTMENTS ARE NOT INDICATED)**
- C) Nothing in the Supplemental Agreement shall relieve the Contractor of its obligations to the Department under Article 5-13 , Standard Specifications (YEAR)**
- D) The Contractor agrees to timely and fully complete and submit to the Department all normal and necessary project paperwork, as may be otherwise required under the terms or the original contract, in order to administratively close-out this project and obtain release of final payment. Such paperwork is described in Article 9-9, Standard Specifications (YEAR) as applicable to this project.**
- E) It is understood and agreed by each party hereto that this Supplemental Agreement incorporates and includes any and all negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and that parties further agree that there are no commitments, agreements, or understandings concerning the subject matter of this Supplemental Agreement that are not contained in the document. Therefore, it is also agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.**
- F) Any questions or matters arising under this Supplemental Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.**
- G) This Supplemental Agreement is binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.**
- H) This Supplemental Agreement shall not be construed more strongly against either party, regardless of who was more responsible for its preparation.**